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ABSTRACT

The collective bargaining agreement between the Moraine Park Vocational, Technical and Adult Educational District Board and the Moraine Park Federation of Teachers is presented. This contract, covering full-time faculty, guidance counselors, and school health nurses at Moraine Park Technical College, applies to the period from July 1, 1989 through June 30, 1991. The contract contains provisions regarding the following: bargaining agent recognition; negotiation procedures; management and Federation rights; grievance procedure; teacher supervision; procedure relating to renewal or nonrenewal of contract, dismissal, or other discipline; no strike clause; conditions of employment, including teacher assignment, vacancies, job posting, transfer, and reassignments, work week, workday, length of school year, certification, academic freedom, publication and developmental rights, workload formula, personal supplies, determination of teacher continuous service, and curriculum development pay; teachers' salaries, including sabbatical leave and other leaves of absence, group life insurance and other benefits, teacher retirement, and dues; employee benefits; layoff during term of individual contracts; contract duration; and savings clause. Salary schedules, student contact day calendars, and grievance forms are attached. (PAA)

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ED339422

AGREEMENT

Between

The Moraine Park
Vocational, Technical and
Adult Education District

and the

Moraine Park
Federation of Teachers
Local 3338

July 1, 1989 - June 30, 1991

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MORaine PARK
TECHNICAL COLLEGE

We Help You Learn a Living

JC 910561

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Preamble

This AGREEMENT entered into this nineteenth day of October, 1989, by and between the Moraine Park Vocational, Technical and Adult Education District (hereinafter called "District", and represented by the Board of Moraine Park Vocational, Technical and Adult Education District) and the Moraine Park Federation of Teachers, Local 3338 (hereinafter called "Federation").

Witnesseth:

WHEREAS, the District and the Federation recognize and declare that providing a quality education for the people of the Moraine Park District is their mutual aim, and

WHEREAS, these parties recognize the qualifications, abilities, and responsibilities of each to carry out this mission, and

WHEREAS, these parties recognize the importance of exchange of information, ideas and facts, information of policies, rules, and regulations, and

WHEREAS, it is the objective of these parties to fulfill the mission without interference arising from differences between them, and

WHEREAS, the necessary harmony for realization of these common objectives can best be achieved through the execution of a written agreement concerning wages, hours, and conditions of employment.

NOW, THEREFORE, it is agreed as follows:

Article I

Recognition

Section 1

The District recognizes the Federation as the exclusive bargaining representative on questions of wages, hours, and conditions of employment for all regular contract teaching personnel who work at least fifty percent (50%) of a full work load schedule in their area, including student guidance counselors and the school health nurses but excluding the President, Vice Presidents, Deans, Associate Deans, head librarians, supervisory personnel, coordinators, executive and managerial personnel, confidential employees, call staff instructors, substitute and part-time (i.e., less than fifty percent (50%) of a full work load schedule in their area) teaching personnel, secretarial, clerical, custodial, and other support staff personnel.

Section 2

The District agrees not to negotiate with any teacher individually or with any other teacher association other than the Federation, with respect to wages, hours, and conditions of employment, except for the exclusions in Article 1, Sections 1 and 2 of this Agreement.

Section 3

Pursuant to Chapter 111.70 of the Wisconsin Statutes, the District hereby agrees that teachers of Moraine Park District shall have the right freely to organize, join, and support the Federation for the purpose of engaging in collective bargaining.

Article II

Negotiations

Section 1 - Rules of Procedure

- (a) It is agreed that the District and the Federation will, at all times, negotiate in good faith.
- (b) The following procedure will be followed: By January 15, 1991, either party may make known in writing to the other its intention to negotiate a new contract for the ensuing year. Proposed changes will be submitted in writing by February 1, 1991. The target date for ratification of a succeeding agreement of this Agreement shall be April 15, 1991. If neither party makes known in writing its intention to negotiate a new contract by January 15, 1991, this Agreement shall be extended for one year from date of expiration. After the open meeting, negotiation meetings shall be scheduled at least once a week and may be canceled only by mutual agreement.
- (c) During such negotiations the District and the Federation will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the foregoing negotiation process.
- (d) If, after a period of negotiations, the parties to this Agreement are deadlocked in the opinion of both parties, mediation may be initiated by either party.
- (e) All ground rules applying to negotiating sessions shall be established by the chief negotiators each contract period.
- (f) The Federation recognizes the legal obligation of the District to give each teacher a written notice of renewal or refusal to renew his/her individual contract for the ensuing school year on or before March 15 of the school year during which said teacher holds a contract. In the event an agreement concerning wages, hours, and conditions of employment has not been reached by the parties by the date individual teacher contracts are issued to teachers, all such individual teacher contracts shall be governed by the terms of any agreement for the ensuing school year subsequently reached by the parties of that Agreement.
- (g) Except as this Agreement shall hereinafter otherwise provide, any reasonable change in rules, regulations, and/or policies of the District that apply to wages, hours, and conditions of employment will be made only after the Federation has had the opportunity to speak in its behalf.

(h) The District and the Federation shall each be represented by a team of not more than five (5) members, of which one shall be designated as chief negotiator.

Section 2 - Modification

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III

Rights Clause

Section 1 - Management Rights

(a) Except to the extent expressly abridged by a specific provision of that Agreement, the management of the District hereby reserves and retains unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of Wisconsin and the United States, and all of its Common Law rights to manage the District, as such rights exist prior to the execution of that Agreement.

(b) The District will not exercise its rights, powers, authority, duties, and responsibilities in an arbitrary or capricious manner, nor in violation of the terms of that Agreement, or of the Laws of the State of Wisconsin and the United States.

(c) The rights of the District unless abridged by that Agreement shall include but are not limited to the following:

1. To establish, maintain, change, or abolish policies, practices, and procedures.
2. To determine and redetermine the number, location, and types of its operations, methods, processes, and materials to be employed and to discontinue the performance of methods, processes, and operations by teachers.
3. To determine the number of hours per day, per week, and days per year operations shall be carried on.
4. To select and determine the number and types of teachers required and assign work to teachers in accordance with requirements determined by management.
5. To establish and change work schedules and assignments.
6. To transfer, promote, or demote teachers or to renew or refuse to renew individual teacher contracts for lack of work or other legitimate reasons and determine the fact of lack of work.
7. To make and enforce reasonable rules for maintenance of discipline.

8. To suspend, discharge, or otherwise discipline teachers for cause and take such measures that may be necessary for the orderly, efficient, and productive operation of the District.

Section 2 - Federation Rights

(a) The District will provide the Federation access to the following information:

1. Complete tentative line budgets (when available).
2. All public records (within five days of request).
3. Financial information needed for protection of wages (within five days of request).
4. Information relevant to process a grievance (except transcripts and confidential information, unless written consent of the source is given).
5. Copy of the official open Board meetings (when available to the Board).
6. Documents distributed at open Board meetings (within reason after the meetings, if requested).
7. Official Board meeting agenda and any such related attachments (prior to the meeting).

(b) The District will allow the teacher to conduct Federation business, in District facilities and use District equipment and supplies for which the Federation shall pay costs, at times other than the eight consecutive contract hours, not including the lunch hours, and without interference with the educational program. All requests for room accommodations and equipment usage for Federation meetings and/or other functions shall be coordinated in advance with the local facility administrator.

(c) The District agrees that there will be one bulletin board reserved for use by the Federation in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other such material. Copies of all such material will be given to the building administrator but advance approval will not be required.

(d) The District agrees that the Federation will have the right to place notices, circulars, and other such material in teachers' mailboxes. The Federation will also have the right to use the interschool mail to distribute material of the aforesaid type.

(e) The District shall make available to the Federation, a lockable file cabinet in the Library at the Fond du Lac Campus.

Section 3 - Individual Teacher's Rights

(a) The District agrees that it will not discourage membership in the Federation nor discriminate with respect to wages, hours, or conditions of employment against any teacher because of membership, or nonmembership in the Federation, participation in any lawful activities of the Federation, including negotiations or grievances, under the terms of the Agreement.

(b) The District agrees not to discriminate because of age, color, race, handicap, creed, sex, national origin or ancestry with respect to wages, hours, and conditions of employment.

(c) The teacher's personnel file will include all of the following, but is not limited to:

1. Signed application form and certification forms;
2. Official transcripts supporting the teacher's claim to academic work;
3. Documents supporting the teacher's claim to professional training;
4. Records supporting the teacher's work experience;
5. Documents relating to the teacher's wages, hours, and/or conditions of employment if other than negotiated contract;
6. Copies of all annual individual teacher contracts;
7. Documents relating to evaluations;
8. Documents related to resignation or discharge;
9. Documents supporting professional growth and work experience completed after the teacher's initial contract;
10. Material derogatory or complimentary;
11. Teacher's response to derogatory or complimentary material, if the teacher so desires.

The file will be the property of the District, but each teacher will have the right, upon request to the Vice President - Administration to review the contents of their personnel file and make copies at their expense of any document contained therein, with the exception being the credentials provided by teacher placement offices and letters of recommendation provided in confidence. A teacher will be entitled to have a representative of the Federation present during such review, or to designate in writing that the Federation may review such records.

(d) Material derogatory to a teacher's conduct, service, character, or personality, other than material supplied in confidence as a part of the teacher's credentials, shall not be placed in the teacher's personnel file unless the teacher has had an opportunity to review such

material. The teacher's signature shall be affixed and date of such signature, however, with the expressed understanding that such signature does in no way indicate agreement with the contents. The teacher will also have the right to submit a written answer to such material and the answer will be reviewed by the Vice President - Administration and attached to the file copy.

(e) Any complaints regarding a teacher made to any member of the District administration by any parent, student, or other person which are used in any manner in evaluating a teacher will be reduced to writing, promptly investigated, and called to the attention of the teacher.

Article IV

Grievance Procedure

Section 1 - Purpose

The purpose of this procedure is to provide, beginning at the lowest possible administrative level, an orderly method of resolving differences arising from interpretation and/or administration of the Agreement during its term. A determined effort shall be made to settle any such differences through the use of the Grievance Procedure.

Section 2 - Definitions

(a) For the purpose of the Agreement a "Grievance" is defined as an alleged violation of a specific Article or Section of the Agreement, or an interpretation, meaning, or application of any specific Article or Section of the Agreement.

(b) An "Aggrieved Person(s)" is the person or persons making the claim.

(c) The term "days" when used in an Article shall, except where otherwise indicated, mean all days excluding Sundays or legal holidays.

Section 3 - General Procedures

(a) Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If such Grievance arises, there shall be no stoppage or suspension of work because of such Grievance; but such Grievance shall be submitted to the grievance and arbitration procedures hereinafter set forth.

(b) In the event a Grievance is filed at such time that it cannot be processed through all the steps in the Grievance Procedure by the end of the term of the contract, then said Grievance shall be resolved under the terms of that Agreement and Article, and not under a succeeding Agreement.

(c) At all steps of a Grievance after it has been formally presented, at least one member of the Federation's Grievance Committee may attend any meetings, hearing, appeals, or any other proceedings required to process the Grievance.

(d) When it is necessary for an Aggrieved Person and the individual's building representative, or a member of the Grievance Committee or such other representative designated by the Federation to attend a Grievance meeting or hearing during a school day, the Aggrieved Person or such other person will, upon notice to the immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings is necessary as a witness will be accorded the same right. The Federation agrees that these rights will not be abused.

Section 4 - Initiation and Processing

(a) Step 1 - An earnest effort shall be made to settle the matter informally between the Aggrieved Person and the immediate supervisor. If the matter is not so settled, the Grievance shall be presented in a written "Statement of Grievance" by the Aggrieved Person to the immediate supervisor as soon as reasonably possible and no more than twenty (20) days after the facts upon which the Grievance is based become known. The "Statement of Grievance" shall state the name of the teacher involved, shall state the facts giving rise to the Grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher with respect to these provisions, and shall indicate the relief requested. The immediate supervisor shall give written answer no later than five (5) days after receipt of the "Statement of Grievance."

(b) Step 2 - If the Aggrieved Person is not satisfied with the disposition made at Step 1, the teacher may no later than five (5) days after receipt of the immediate supervisor's answer in Step 1, refer the Grievance to the District's Vice President - Administration, hereinafter called "Vice President". The Vice President shall have a conference with the Aggrieved Person and give written answer no later than five (5) days after receipt of the Grievance.

(c) Step 3 - If the Aggrieved Person is not satisfied with the disposition made at Step 2, the Person may no later than five (5) days after receipt of the Manager's answer in Step 2 refer the Grievance to the President in writing. The President shall have a conference with the Aggrieved Person and give a written answer no later than five (5) days after receipt of the Grievance.

(d) Step 4 - If the Aggrieved Person is not satisfied with the disposition made at Step 3, the teacher may no later than ten (10) days after receipt of the Director's answer in Step 3 refer the Grievance to the Board by letter addressed to the Board Chairperson. The Board shall have a conference with the Aggrieved Person at the next regular monthly Board meeting and give a written answer within ten (10) days following the meeting.

(e) Step 5 - If the Aggrieved Person is not satisfied with the disposition made at Step 4, or if the Board has not rendered its answer within

ten (10) days after its first regular monthly meeting after the Board Chairperson's receipt of such referral letter, the teacher may, no later than five (5) days after receipt of the Board's answer or fifteen (15) days after such first regular monthly meeting of the Board, whichever is sooner, request in writing to the chairperson of the Federation's Grievance Committee that the Grievance be submitted to arbitration. If the Grievance Committee determines that the Grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it shall notify the Board Chairperson in writing of such decision no later than twenty-five (25) days after the receipt of the request for arbitration by the Aggrieved Person.

(f) Within ten (10) **days after** such notice of submission to arbitration has been received, the District and the Grievance Committee will attempt to agree upon **a mutually** acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, both parties shall jointly file a written request with the Wisconsin Employment Relations Commission to submit names of five qualified arbitrators for consideration. If the parties cannot agree upon one name of those listed, by alternate striking of names, the remaining person will act as arbitrator.

(g) The sole function of the arbitrator shall be to determine whether or not the rights of the teacher have been violated by the District contrary to an express provision of this Agreement or in violation of law. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall have no authority to add to, subtract from, or modify the Agreement in any way. The arbitrator shall have no authority to impose liability upon the District arising out of facts occurring before the effective date or after the termination of the Agreement. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision contrary to the right vested by law in the District unless modified by this Agreement. The decision of the arbitrator shall be made in accordance with the jurisdiction and authority and within the limits established by this document. The arbitrator's decision will be final and binding on both parties.

(h) All arbitration proceedings shall be held at such place as shall be mutually agreed upon between the District and the Federation. If the District and the Federation are unable to agree, the place of hearing shall be designated by the arbitrator.

(i) All expenses incurred for the services of the arbitrator, including per diem expenses, if any, and/or actual and necessary travel and subsistence expenses, and/or if either party desires a transcript of testimony to be prepared for the arbitrator, such will be the expenses which will be shared.

(j) The parties agree to follow each of the foregoing steps in the processing of a Grievance. If the representative or representatives of the District fail to give a written answer within the time limit set out for any step, the Aggrieved Person may immediately refer the Grievance to the next step. If a Grievance is not referred to the next step within the specified time limit, it shall be considered withdrawn. The time limits specified for a particular step may be extended

by mutual agreement of the persons involved in the disposition of a Grievance at that step.

Section 5 - Initiation of Group Grievances

If, in the judgment of the Grievance Committee, a Grievance affects a group or class of teachers, Grievance Committee may submit such Grievance in writing directly to the administrator whose action caused the Grievance and the processing of such Grievance will be commenced at Step 2. The Grievance Committee may process such a Grievance through all levels of the Grievance procedure even though the Aggrieved Person or Persons do not wish to do so.

Section 6 - Rights of Teachers to Representation

(a) No reprisals of any kind will be taken by the District against any building representative, any member of the Grievance Committee, or any other participant in the Grievance procedure by reason of such participation.

(b) Nothing herein contained shall be construed as limiting the right of any individual teacher, or any group of teachers, having a Grievance, from presenting, in person, or through representatives of their own choosing, without intervention of the Federation provided the adjustment is not inconsistent with the terms of the Agreement and the Federation has been given the opportunity to be present at such adjustment and to state the Federation's views regarding any inconsistent interpretation of the Agreement.

(c) Any Aggrieved Person may be represented by himself/herself, or at his/her option, by a representative selected by the Federation. When the teacher is not represented by the Federation, the Federation shall have the right to be present and to state its views at all stages of the Grievance procedure.

Section 7 - Miscellaneous

(a) Decisions rendered at Steps One (1), Two (2), and Three (3) of the Grievance procedure will be transmitted promptly to the Aggrieved Person and to the chairperson of the Grievance Committee.

(b) All documents, communications, and records dealing with the processing of a Grievance will be filed separately from the personnel files of the participants.

(c) Forms for filing Grievances, serving notices, taking appeals, making reports and recommendations are included in Attachments F and G.

Article V

Teacher Supervision

Section 1 - Teacher Observation

(a) The District and the Federation agree that the objectives of teacher observation and evaluation are to improve the quality of in-

struction and to make known to the teacher strengths, weaknesses, and/or deficiencies. All evaluation or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher and only by personal visitation. The use of audio or visual systems or similar surveillance devices shall be by mutual consent only.

(b) A minimum of three (3) written evaluations of each teacher on probation will be made by the appropriate District Dean and/or other qualified personnel during the term of such teacher's contract according to the following schedule: 1st evaluation by the end of the eighth week of the regular school year; 2nd evaluation by the end of the seventeenth week of such year; 3rd evaluation by February 1st of such year. Any other teacher will be so evaluated at least once during the term of such teacher's contract. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisors at least one (1) day before a conference to discuss it. Such reports or evaluations shall not be submitted to the District Instructional Services Department, placed in the District's teachers' file, or otherwise acted upon unless an opportunity for a conference has been provided and the teacher has signed the evaluation or report. The teacher's signature shall be affixed and date of such signature to the evaluation or report. Such signature shall indicate only that the teacher has seen and read the evaluation or report.

(c) A teacher will be considered on probation until such time as the teacher has been issued three (3) consecutive normal school year teaching contracts. The new language is applicable to teachers hired after the effective date of this agreement.

Section 2 - Supportive Assistance

In the event the evaluation report indicates deficiencies or weaknesses, the teacher will be given assistance to correct stated deficiencies or weaknesses. A record of such assistance shall be maintained by the evaluator and a copy provided the teacher assisted.

Section 3 - Persisting Deficiencies or Behavior

Any teacher alleged to have serious deficiencies shall be notified in writing of them by the immediate supervisor at the time of the evaluation conference. If such deficiencies or behavior are judged to warrant dismissal, the immediate supervisor shall notify the Manager - Personnel, who will in turn, inform the teacher in writing that such action is being considered.

Section 4 - Conferences on Alleged Deficiencies or Behavior

A conference to ascertain whether alleged deficiencies or behavior have continued and/or are serious enough to warrant dismissal will be held by the President with the teacher, the immediate supervisor, and the Vice President - Administration in attendance. The teacher may appear alone or together with a representative of the Federation or together with anyone else of the teacher's own choosing.

Article VI

Procedure Relating to Renewal or Nonrenewal
of Contract, Dismissal, or Other Discipline

Section 1 - Contract Renewal Procedure

If the District determines that a teacher should be given written notice of renewal of a contract for the ensuing school year, such notice shall be given on or before March 15 of the school year during which said teacher holds a contract with the District. If no such notice is given on or before said March 15 and the District has not given the teacher written notice of refusal to renew the contract in force, that contract shall be deemed to be continued for the ensuing school year. A teacher who either receives a notice of renewal of a contract for the ensuing school year or has received no notice regarding renewal or nonrenewal of such contract, on or before said March 15, shall accept or reject, in writing, such contract no later than April 15 following. Nothing in this Section shall prevent the modification or termination of a contract by mutual agreement of the teacher and the District. The School Health Nurse will be subject to Wisconsin Statute 118.22.

Section 2 - Contract Nonrenewal Procedure

The following procedure shall govern consideration of nonrenewal of the individual contract of a teacher.

- Step 1. Whenever there is a question as to whether a teacher's contract for the ensuing school year will be renewed, the President, or the President's designee, shall give written notice of that fact to the teacher no later than February 1.
- Step 2. Within five (5) days following receipt of such notice, the teacher may file with the President a written request for a meeting to discuss the situation with the Director. If such a request is timely filed, a meeting will be held with the President no later than February 20, and the teacher may appear either alone or together with a representative of the Federation. The teacher's supervisor and/or any other appropriate District administrator may be present at this meeting and shall be present if so requested by either the President or the teacher.
- Step 3. If the Board will consider nonrenewal of the teacher's contract, whether or not the teacher has requested a meeting with the President, the teacher shall be given written notice of such consideration prior to March 1 which notice shall specify the reason or reasons for which nonrenewal is being considered. The teacher shall then be granted a private conference with the Board if the teacher files a request therefor with the Board within five (5) days after receiving such notice. The teacher may appear at such conference either alone or together with a representative of the Federation.

Step 4. The action of the Board to either renew or not to renew such teacher's contract, whether or not the teacher has requested a private conference, shall not be taken until at least ten (10) days following the receipt by the teacher of the written notice provided in Step 3 provided however, that such Board action shall be taken by March 14 unless the teacher provides a written waiver of the right to receive notice of renewal or nonrenewal by the deadline established by state law and the Board receives and agrees to such waiver prior to the deadline.

Step 5. If the Board votes not to renew such teacher's contract, the Federation, provided such teacher requested and attended the private conference with the Board as set forth in Step 3 above, may process the matter to arbitration as set forth in Article IV of this Agreement within ten (10) days of receipt of written notification of such vote in the same fashion as it may process a grievance to arbitration under subsection 4(e) of such Article. In the event of arbitration, the decision of the Board shall not be reversed by the arbitrator unless the arbitrator shall determine that, in the case of a teacher who has not been issued three (3) consecutive teaching contracts, the decision of the Board not to renew such teacher's contract was arbitrary and capricious or was made without the teacher having been evaluated during the school year of nonrenewal as provided in Section 1 of Article V of this Agreement and that, in the case of a teacher who has been issued three (3) or more consecutive teaching contracts, the decision of the Board not to renew such teacher's contract was not for cause.

Section 3 - Dismissal or Other Discipline

(a) The above procedure for nonrenewal of a teacher's contract does not prohibit a teacher being dismissed or otherwise disciplined by the District during the term of an individual contract for cause. When discipline other than dismissal or suspension is imposed, the teacher may file a Grievance with respect to such disciplinary action in accordance with and subject to the Grievance and Arbitration Procedure set forth in Article IV of this Agreement.

(b) When dismissal or suspension is contemplated, the teacher shall be provided with a written statement of the reason or reasons therefor, and upon request, with the opportunity for a closed meeting with the President and other District representatives to discuss such reasons.

(c) If the teacher is not satisfied with the results of such meeting, the teacher will be provided, upon request, with the opportunity for a conference with the Board in closed session before its decision is made; provided, however, that if the teacher so requests, such conference will be held in open session of the Board. The teacher may appear at such meeting with the President and such conference with the Board, whether held in a closed or open session, either alone or together with a representative of the Federation. If the President shall deem it appropriate, a teacher for whom dismissal is being

considered may be suspended with pay pending the Board's determination.

(d) If dismissal or suspension is imposed, the Federation, provided the teacher requested and attended the meeting with the President and the conference with the Board as set forth above, may process the matter to arbitration within ten (10) days of receipt of written notification of the Board's determination as set forth in Article IV of this Agreement in the same fashion as it may process a grievance to arbitration under subsection 4(e) of such Article.

Article VII

No Strike Clause

Section 1

The Federation shall not authorize, ratify, or condone, either directly or indirectly, any strike, work stoppage, slowdown, or other concerted interference with work on the part of any teacher. The Federation will publicly denounce any such action.

Section 2

In addition to any other remedy provided by law, any teacher who engages in any strike, work stoppage, slowdown, or any other concerted interference with work, whether or not such action is authorized, ratified or condoned by the Federation shall be subject to dismissal as provided in Article VI, Section 3.

Section 3

The District shall not lock out teachers; however, if any teacher is unable to work because operations are suspended due to a strike, work stoppage, slowdown, or other interference with work by any other person, whether or not such persons are teachers, such inability to work shall not be deemed a lockout.

Article VIII

Conditions of Employment

Section 1 - Teacher Assignment

(a) The contract for the teacher shall have the base school assignment of the position, the salary schedule placement (where appropriate), and the tentative instructional area or job assignment(s) listed when it is issued in accordance with Wisconsin Statutes 118.22. The base school shall be defined as the location where the teacher is tentatively assigned to work for the majority of his/her work load.

(b) The District will make available in writing to each teacher (1) a list of tentative course titles six weeks prior, and (2) a schedule of student contact hours and course titles three weeks prior to the first scheduled class period. This Section does not apply to farm training

instructors, farm management and operation instructors, block apprentice instructors, production agriculture instructors, emergency medical services instructors, law enforcement instructors, fire service instructors, correction science instructors, traffic safety instructors, marine power equipment instructors, plumbing apprentice and occupational extension instructors, e.g., supervisory/management, wastewater, groundwater/water distribution, and economic development instructors, individualized program instructors, counselors, high school and university contract teachers, and reading specialists.

For Law Enforcement Instructors and Correctional Science Instructors, the District will make available in writing to each teacher (1) a list of all known tentative Associate Degree course titles six weeks prior, and (2) a schedule of all known student contact hours and course titles of all Associate Degree courses three weeks prior to the start of the first and second semester.

(c) In order to assure that students are taught by teachers working within their area(s) of competence, teachers shall not be assigned outside the instructional area of their teaching certification.

(d) Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. The guidelines as set forth in the work load formula will be adhered to.

(e) Teachers who use their own automobile in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate of twenty-one cents (\$.21) per mile for reimbursable travel on or after January 1, 1986. Payment will be computed on the basis of the shortest distance between their base school and the assigned school. Mileage must actually be driven to be claimed for reimbursements. If the teacher shares a ride with someone else, only one person can submit a mileage claim. The teacher cannot, under any circumstances, charge mileage from home to the base school or return home from the base school; in the event of school business, reimbursement will be made for the extra miles only.

(f) Teachers whose assignment normally requires frequent and regular travel, i.e., farm training instructors, operating room assistant instructors, licensed practical nurse instructors, technical nursing instructors, medical record technician instructors, ward clerk instructors, production agriculture instructors, food service instructors, plumbing apprentice and occupational extension instructors, e.g. supervisory/management, wastewater, groundwater/water distribution, and economic development instructors and high school contract instructors will provide and use their own private vehicles and be compensated for their mileage. District-owned staff cars will be used by these staff members only in an emergency such as mechanical breakdown, family sickness, etc.

Other teachers who are required to travel may use District-owned cars to the extent that they are available, priority being given to those whose travel assignment would impose a personal hardship if required to provide their own vehicle. Scheduling problems or personal hardship situations should be made known to the Vice President - Administration at the earliest date possible.

(g) If management determines there is sufficient load in a continuing full-time program at a given campus, the Board will hire a teacher subject to Article I, Section 1 in preference to a number of part-time teachers. In lieu of a full-time teacher the District may hire two teachers each with fifty percent (50%) or more load with the mutual consent of the Federation.

Section 2 - Vacancies

(a) The District will supply to the Federation no later than by February 15 of each school year a list of known vacancies for the ensuing year. Vacancies occurring after February 15 shall be supplied as they occur.

Section 3 - Job Posting, Transfer, and Reassignments

(a) Subject to the remaining provisions of this Section 3, the District retains the right to make subject and activity assignments and reassignments and to make transfers between schools and within schools as necessary. A list of assignments, reassignments, and transfers will be supplied to the Federation as soon as practicable.

(b) Any vacant or newly established position within the teachers' bargaining unit, or in any District management positions, shall be posted on designated employee bulletin boards at the District Office and on the three main campuses and such postings will be sent to the President of the Federation. The posting shall set forth a description of the available position, the required qualifications therefor, and the due date by when teacher applications therefor are to be submitted for consideration in accordance with subsection (c) below. On or before May 1 of each school year, the District will provide the Federation with a list of the then known available positions for the ensuing school year to be posted and will provide the Federation with a copy of each such posting as soon as practicable after its preparation. A copy of the posting for any position becoming available after May 1 shall be given to the Federation as soon as practicable after such posting is prepared.

(c) Any teacher who satisfies the required qualifications for a Bargaining Unit position posted may submit an application therefor on or before the specified due date; and if such teacher is the sole applicant, that teacher shall be granted that position. If two (2) or more teachers are considered to be equally qualified for a Bargaining Unit position posted, the Bargaining Unit position shall be granted to the more senior teacher. If any applicant among such qualified teachers is then in a position to which such applicant has been involuntarily reassigned or transferred pursuant to subsection (d) below, such applicant shall have preference for the posted Bargaining Unit position over any of those teachers who have not been so involuntarily reassigned or transferred regardless of whether any of those teachers has greater length of continuous service than such applicant. If no teacher with the requisite qualifications files a timely application for a Bargaining Unit position posted, such position shall be granted to any other person whom the District may select therefor, subject, however, to subsection (d) below.

(d) The District retains the right to make involuntary reassignments or transfers at any time during the term of a teacher's then current teaching contract due to lack of work, lack of or declining enrollment, or the combination of programs. The base school of any teacher so reassigned or transferred, i.e., the school designated in such teaching contract, shall not be changed during the contract's term nor shall the teacher's position on the salary schedule be reduced because of such reassignment or transfer. When an involuntary reassignment or transfer is being considered, the District shall first determine what teachers have the requisite qualifications for the position involved and then select the person among those teachers with the shortest length of continuous service unless the District can show cause that such selection would not be in the best interests of the District, in which case such person may be excluded from consideration. Where an involuntary reassignment or transfer involves a school other than the teacher's present base school, the teacher will be reimbursed for actual additional miles driven each day that the teacher is required to travel because of such reassignment or transfer. The Federation shall be notified of any involuntary reassignment or transfer as soon as practicable after the District's decision in this regard is made. A change in a teacher's assignment or base school year shall be deemed to be an involuntary reassignment or transfer under this subsection (d) for purposes of selecting the teacher for such reassignment or transfer but the teacher so selected shall not be entitled to any mileage reimbursement under this subsection (d).

(e) All contract provisions identified for an economic development teacher will only and exclusively apply to:

1. A teacher initially employed in an economic development position.
2. A teacher voluntarily transferring into an economic development position under Article VIII, Section 3(a), (b) and (c).
3. A teacher in an economic development position as a result of the application of Article XI.

(f) If a teacher objects to an involuntary reassignment or transfer pursuant to subsection (d) above, the teacher may request a meeting with the District administration, with or without Federation representation, for the purpose of explaining such objections and hearing the District's reasons for such reassignment or transfer. The meeting date and time shall be mutually agreed upon by all concerned.

Section 4 - Work Week

(a) The work week shall be defined as beginning on Monday and ending on Friday, or beginning on Tuesday and ending on Saturday except when shortened due to holidays and noncontract days.

(b) The choice of the teacher to be scheduled on the Tuesday through Saturday work week will be made according to these items in the order listed:

1. Volunteers will be solicited.

2. In the absence of a volunteer and where there is more than one certified teacher (certified to teach the subjects being considered) each will be assigned on a rotating basis per semester. This procedure will be followed even if the subject is not scheduled each semester.

3. This schedule will be used only in instructional areas where courses or programs are cancelled due to lack of student enrollment.

(c) Any teacher involuntarily assigned to the Tuesday through Saturday work week may choose to terminate employment within fourteen (14) days of notification of the schedule with no penalty.

(d) The parties recognize the principle of a normal 37-1/2 hour work week, exclusive of lunch periods. Farm training, production agriculture, high school contract, emergency medical services, law enforcement, fire service, correction science, traffic safety teachers, plumbing apprentice and occupational extension teachers, e.g., supervisory/management, wastewater, groundwater/water distribution and economic development teachers may be scheduled for more than thirty-seven and one-half (37-1/2) hours per week by mutual consent of teacher and supervisor. Marine Power Equipment teachers and School Nurse may be scheduled for forty (40) hours per week.

Section 5 - Workday

The normal workday shall not be more than eight and one-half (8-1/2) consecutive hours, with one duty-free meal hour agreed upon by mutual consent of teacher and supervisor. Farm training, production agriculture, high school contract, emergency medical services, law enforcement, fire service, correction science, women reentry, traffic safety teachers, plumbing apprentice and occupational extension teachers, e.g. supervisory/management, wastewater, groundwater/water distribution, and economic development teachers may be scheduled for more than eight and one-half (8-1/2) hours per day by mutual consent of teacher and supervisor. For the School Health Nurse and Marine Power Equipment teachers, the workday will be nine (9) consecutive hours.

Section 6 - Length of School Year

(a) The normal school year for teachers shall be 178 paid employment days. It shall be the prerogative of the District to determine within such 178 days the number of in-classroom teaching days and the number of days to be set aside for teacher training, in-service, registration, and/or other purposes deemed necessary by the District.

(b) Subject to subparagraph (a) above, the school calendar shall be as set forth in Attachments C, D and E.

(c) When an individual formal teaching contract is extended beyond the 178-day normal school year, additional salary compensation will be prorated according to Attachment A/B or prorated from a 178-day salary.

(d) Nothing in this Agreement shall limit the District from additionally contracting with a teacher individually, formally or informally, to teach or perform any other type of work at such times and for such periods as the District may deem appropriate.

(e) Teachers who, as of July 1, 1987, have normal teaching contracts with work calendars that coincide with the normal school year calendar (currently 178 days in length) shall not have their work calendars vary from the normal school year calendar after the execution date of this Agreement, except that farm training, production agriculture, high school contract, emergency medical technician, fire science, traffic safety, plumbing apprentice, supervisory/management, wastewater, groundwater/water, economic development and marine power equipment teachers who are on a 178-day work calendar may be scheduled outside the normal school year. The commitment provided by this subsection (e) shall not be deemed in any manner to constitute any guarantee of a particular workload level for any eligible teacher and does not modify, reduce or alter any rights provided to the parties elsewhere in this Agreement.

Section 7 - Certification

(a) All teachers employed by the Board are subject to the Wisconsin Administrative Code.

(b) Individual teachers are responsible for renewal of their certification. All correspondence relevant to certification shall be transmitted between the District and State certification officers. Noncompliance with the State Administrative Code requirements and, for Life Certification, District certification requirements as provided for in Article VIII, Section 8 shall be cause for dismissal.

(c) The certification officer will furnish each teacher by March 15 with a list of certification requirements which must be met.

(d) Verification of work experience shall be provided by an individual teacher if requested by the District.

Section 8 - Professional Growth

Teachers certified with a Provisional, Standard Five-Year or Life Certificate, as defined in the Wisconsin Administrative Code, Chapter A-V 3, shall demonstrate continued professional growth as identified within the Chapter.

Section 9 - Academic Freedom

(a) The spirit of this institution, developed and sponsored under progressive administrative and teacher leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the District. Greater knowledge and maturity of judgment may occur when students are exposed to a variety of ideas and facts.

(b) When the teacher speaks or writes as a citizen outside of school, the teacher shall be free from administrative and institutional censorship and discipline. However, the teacher has the responsibility to clarify the fact that he/she speaks as an individual and not as a member of the faculty of this District.

Section 10 - Publication and Developmental Rights

If materials or devices are created on school time, whether under special assignment or otherwise, they shall be the exclusive property of the District and may be copyrighted or patented and distributed in accordance with the interests of the District. Such materials shall bear the name of the writer or inventor.

Section 11 - Workload Formula

(a) All teaching work assignments shall be made as equitable as practicable among the teaching staff so that workloads will be as nearly equal as possible, taking into account equating the workload evenly for the entire teaching staff, recognizing all the educational tasks performed by teachers and providing quality up-to-date instruction in all courses. The District will make every effort to assign block apprentice instructors the same course that they taught the previous year. Because of the variety of assignments offered, this teacher workload policy will not apply to guidance counselors, teachers such as farm training instructors, GOAL instructors, school health nurse, block apprentice program instructors, emergency medical services instructors, law enforcement instructors, fire service instructors, corrections science instructors, traffic safety instructors, production agriculture instructors, marine power equipment instructors, plumbing apprentice and occupational extension instructors, e.g. supervisory/management, wastewater, groundwater/water distribution instructors, teachers teaching in high school contract courses, and teachers teaching and supervising programs. Assigned workloads, computed by administration, will be reviewed by a workload committee composed of the Vice President - Instruction, Vice President - Administration and two teachers appointed by the Federation. This review will be conducted when student count has been verified but no later than the end of the 4th complete week of the semester. Copies of the administration's final computation of assigned workloads will be given to the Federation's President with a copy to the individual teacher, by the end of the 3rd complete week of the semester.

(b) An economic development teacher's final workload calculations will be computed at the end of the semester. Any overload will be paid the teacher. The teacher may be given over 110% workload in extenuating circumstances only with teacher's consent. In addition, the teacher shall not be scheduled for more than thirty (30) student contact hours per week for more than two consecutive weeks at any one time.

(c) Definitions

1. Contact Period: Fifty-five minute instructional unit of time is devoted to instruction in the presence of students.
2. Stacked Courses: When two (2) or more courses are scheduled to run at the same fixed time period with the same instructor, such courses will be treated as stacked courses only when the instructional material has been so designated to enable multiple instruction to take place concurrently. These courses could, but not necessarily, be multiple or one-time entry. Courses to be conducted in

this mode will be identified by the District one semester prior to implementation. During this semester, the instructor who will be assigned to teach such courses will have the opportunity to make his/her views known to the workload committee. If requested by the instructor, the committee will review the instructional materials to check whether they are prepared in the form required to offer the courses in the stacked mode and make any recommendations regarding such materials that they feel to be appropriate.

3. Open Laboratory: Offers the student the flexibility to select his/her learning time and one (1) or more courses occupy the same lab with one (1) or more instructors supervising the student's activity. These courses can be operated on either a one-time or open entry/open exit concept.

4. Workload Column Headings:

- a. Presentation: Group instruction in theory or related content as defined in State policy as lecture and lecture discussion that includes presentation of materials by the instructor using those methodologies most applicable for student learning. The instruction is based upon the premise that students follow the commitments for learning as found in State policy.

- b. Learning Laboratory, Technical Laboratory, Shop and Clinical: The instruction provides continuous planned learning experiences consisting of demonstrations, simulated occupational or scientific tasks, small group demonstrations, and development of individual competencies, attitudes, understanding, and values. Frequently, extensive use is made of self-instructional devices and materials. The direct instruction times include provision for progress evaluation and critical analysis of student performance. The instruction is based upon the premise that students follow the commitments for learning as found in State policy.

- c. Special Assignments:

- (1) Activities recognized by Instructional Services as assigned to instructors to improve, promote, and enhance the total educational program, i.e., new program development, special committee work, cooperative internship education, instructional methodology, special projects, and laboratory and shop maintenance.

- (2) Travel Time:

- (a) Teachers assigned to a location other than the base school for a full workday will travel outside the workday hours and will receive a stipend of seven dollars (\$7.00) per hour for travel time.

(b) Teachers given assignments at the base school and other location(s) on the same day will be given time to travel.

(c) Clauses (a) and (b) immediately above are not applicable to economic development teachers.

(3) Preparation:

(a) Consideration will be given for teachers teaching in the one- and two-year Vocational Programs, the Associate Degree Programs, and Apprentice Programs with an excess of three different course preparations per semester. For each different course preparation in excess of three (3), 5.72% credit toward the teacher's work load will be granted. Based on an 17-week semester, courses with less than three (3) contact hours per week will be totaled together, with one (1) preparation allowed for each three (3) contact hours or pro-rated accordingly, repetitive sections not included. All nonrepetitive courses with three (3) or more contact periods per week will be considered as one (1) preparation. Learning laboratory, technical laboratory, shop, and clinical instruction assignments will be considered as an aggregate total of one (1) preparation per instructor.

(b) Consideration will be given to teachers assigned to teach more than one (1) new course for which no instructional materials have been prepared.

d. Student Contact Periods: When the total enrolled student contact periods exceed 500 per week, 1% will be added to the workload for each multiple of five (5) student contact periods per week. The student contact periods will be calculated at the end of the second complete week of the semester.

Formula:

(Total student weekly contact hours minus
 $500 \div 5 = \% \text{ to be added to workload}$)

e. Work Load Scale: Workload will be based on rating points as indicated on the Work Load Scale. Load will be assigned between 95 and 105% for each 17-week semester and when necessary a special assignment will be given to reach this total. In the event a teacher's workload for the semester averages over 105%, said teacher shall be paid an additional amount in six (6) equal installments over the last six (6) pay days of the semester equal to:

- .6 for each percentage point over 105 if load is 106%
- .7 for each percentage point over 105 if load is 107%
- .8 for each percentage point over 105 if load is 108%
- .9 for each percentage point over 105 if load is 109%
- 1.0 for each percentage point over 105 if load is 110%
- 1.1 for each percentage point over 105 if load is 111%
- 1.2 for each percentage point over 105 if load is 112%
- 1.3 for each percentage point over 105 if load is 113%
- 1.4 for each percentage point over 105 if load is 114%
- 1.5 for each percentage point over 105 if load is 115%
or more

Calculations will be based on the percentage of contract semester salary. A teacher may be given over 110% workload in extenuating circumstances only with teacher's consent.

f. Faculty Members' Responsibilities: Faculty members' responsibilities include that of advising and helping students on their course work outside of the regularly scheduled class hours. Each faculty member to which the workload applies is expected to establish and maintain regular posted office hours each semester during which the staff member will be available for consulting with the students. A schedule of five hours a week shall be set aside for this purpose. Any additional consultation time shall be at the discretion of the teacher.

g. Program Advisorships: Program advisorships may be assigned to instructors in each major field of study. Those assigned advisorship duties will be credited with 2.86% workload per 17-week semester, and be compensated \$175.00 at the end of the semester. Instructors will also be paid \$75.00 for each day on which advisorship services are performed outside of the instructor's own calendar of contract days. Duties of program advisors will include those reasonable and professional duties which may from time to time be stated in District policy and/or be assigned by District administration.

Section 12 - Personal Supplies

Safety equipment required under OSHA regulations will be required by the District for use by teachers. The District will furnish the initial equipment with maintenance and replacement furnished by the teacher.

Section 13 - Determination of Teacher Continuous Service

(a) For all purposes of this Agreement, the length of a teacher's continuous service with the District shall be equal to the period of unbroken service to the District which commences from such teacher's last date of hire in an employment position included at any time in the bargaining unit covered by this Agreement; provided, however, that an authorized leave of absence for any reason shall not be deemed to have interrupted the continuity of service so long as the teacher returns to work on or before the scheduled end of the authorized period of such

leave; provided further, however, that the period of such a leave shall not be included in the teacher's length of continuous service unless such inclusion is expressly provided for in the provision of this Agreement pertaining to such leave. Subject to the conditions of the foregoing sentence, a teacher's service in any district that has been annexed to the District at or subsequent to the time of the District's formation shall be treated as service with the District in determining such teacher's length of continuous service with the District.

(b) A list showing each teacher's length of continuous service, as determined under subsection (a) above, shall be maintained by the District, and an updated copy of such list shall be provided to the Federation on or before October 15 of each year.

Section 14 - Curriculum Development Pay

With respect to any curriculum development project that a teacher agrees to undertake and accomplish during time periods outside the normal workdays covered by such teacher's regular teaching contract, the teacher, the Dean involved, and the District's Curriculum Planner shall mutually agree in writing upon the nature and quality of the final product to be achieved with such project and the number of hours that will be compensated for that product. The total compensation for such project will be determined by multiplying the agreed upon number of hours by an amount equal to $1/1330$ of the teacher's then current salary figure for a one hundred seventy-eight (178) day teaching contract; provided, however, that the payment of such compensation shall be conditioned upon the final product being acceptable to the Curriculum Planner regardless of the number of hours actually spent by the teacher to complete the assigned project. A curriculum development project compensated under this Section 14 shall not be treated as a special assignment under the work load formula, but rather is separate and distinct from and in addition to any curriculum development work that the teacher performs as a special assignment under such formula and/or as part of the normal teaching duties.

Work Load Scale

Load Periods Per Week Equal 100%	Presentation	Learning Laboratory Technical Laboratory Shop and Clinical	Special Assignment
	19	25	35
Totals Periods Per Week	% Load	% Load	% Load
1	5.25	4.0	2.86
2	10.50	8.0	5.72
3	15.75	12.0	8.58
4	21.00	16.0	11.44
5	26.25	20.0	14.30
6	31.50	24.0	17.16
7	36.75	28.0	20.02
8	42.00	32.0	22.88
9	47.25	36.0	25.74
10	52.50	40.0	28.60
11	57.75	44.0	31.46
12	63.00	48.0	34.32
13	68.25	52.0	37.18
14	73.50	56.0	40.04
15	78.75	60.0	42.90
16	84.00	64.0	45.76
17	89.25	68.0	48.62
18	94.50	72.0	51.48
19	99.75	76.0	54.34
20		80.0	57.20
21		84.0	60.06
22		88.0	62.92
23		92.0	65.78
24		96.0	68.64
25		100.0	71.50
26			74.36
27			77.22
28			80.08
29			82.94
30			85.80
31			88.66
32			91.52
33			94.38
34			97.24
35			100.10

Article IX

Salary Schedule

Section 1 - 1989-90 and 1990-91 Teacher Salary Schedule

(Refer to Attachments A and B)

Section 2 - Advancement on Salary Schedule

(a) Advancement because of credits and experience earned for professional improvement shall start from the original placement position.

(b) Vertical advancement on the salary schedule will occur at a rate of one step for each twelve-month year within which the teacher completes satisfactory employment with the District that is at least equivalent to a normal school year.

(c) All college credits contemplated for the purpose of horizontal advancement on the schedule must have prior written approval of the Vice President - Administration. Approval must be obtained prior to enrollment or registration for such work.

(d) Eligibility for horizontal advancement on the salary schedule shall be determined no later than November 1 for the current school year and will be conditioned upon the receipt of official transcripts indicating a C grade or better of previously approved courses by the Vice President - Administration prior to that November 1. Where such condition is satisfied, the horizontal advancement will be effective, retroactively where appropriate, either (1) as of July 1 of the current contract year if the course work was completed by that July 1 or (2) if the course work was completed subsequent to that July 1, as of the beginning of the first full-time school semester immediately following that July 1.

(e) Horizontal movement on the salary schedule by teachers who have not earned a Bachelor's or Master's Degree from an accredited institution shall be limited to the last column preceding the M.S. column, unless as of June 30, 1987, a teacher is already on the M.S. portion of the salary schedule.

(f) Work experience may be used for horizontal advancement on the salary schedule as described by the following conditions:

1. 240 hours of related work experience will earn 3 credits.
2. No more than three (3) credits can be earned in any three (3) year period.
3. The employer will be responsible for establishing the objectives to be attained, supervision and evaluation of the performance of the employee, and submit a report to the District.

4. The objectives must be directly related to the teacher's field of employment and have prior approval of the Vice President - Administration.

5. Work experience acquired prior to this contract will not be given credit under this Section.

6. Work experience under this Section will apply only after a Bachelor's Degree or its equivalent has been earned.

7. Credit for work experience will be granted providing 3 credits are earned in full-time continuous employment with a limit of 8 working hours in one day of 24 hours.

8. Once applied for and granted the teacher must comply with in one year from date of application or lose the right to the application.

9. Three approved academic credits must be earned in addition to work experience credits in order to advance one horizontal step.

(g) Pay Periods: Each full-time teacher has a choice of two payment plans. Selection of the plan will be made by the teacher before receiving the first payment under the contract and will remain in effect until the contracted salary amount is paid. The two options are as follows:

1. Payment Plan I - Wage payments will occur on a bi-weekly basis every other Friday commencing with the first pay period following the start of the individual's contract. The last payment will be made on the pay day following the completion of the individual's contract.

2. Payment Plan II - Wage payments will occur on a bi-weekly basis every other Friday, for 26 pay periods, commencing on the first pay period following the start of the individual contract.

(h) Method of Payment: Wage payments will be made according to the payment plan selected in Section 2 of this article. In lieu of issuing payroll checks, the District shall deposit an employee's wage payments, when due for all employees, directly into an account in the employee's name at a Wisconsin bank, credit union or savings and loan company maintaining membership in the Wisconsin Automated Clearinghouse Association.

The District agrees to pay overdraft and other bank charges excluding loss of interest earnings, that are a result of District error in the District direct deposit program.

Section 3 - Sabbatical Leave

(a) Statement of Policy: Sabbatical leave may be granted a full-time teacher who has achieved five-year certification or Life Certification based upon the best interests of the District and the competency of the applicant. The purposes of such leave shall be to improve the

professional preparation of the teaching staff by providing opportunity for further study in well-defined fields of learning and/or the pursuance of advanced degrees and enable instructors to obtain occupational training beyond that required for Standard Five-Year or Life Certification.

(b) Eligibility Requirement: All full-time teachers with Standard Five-Year or Life certification in their fields who have completed no fewer than five consecutive years of service in the Moraine Park District are eligible for sabbatical leave. Applicants must have an approved educational objective or experience objective that is clearly defined and related to District needs.

(c) Applicant Procedures: Applications for sabbatical leave shall be addressed to the President. Applicants seeking sabbatical leave, beginning in September, must formally apply no later than February 1 of that year. Those seeking sabbatical leave in January must formally apply no later than July 1 of the previous year. Notification of acceptance or rejection of the applicant's request will be given within 30 days following February 1 or July 1, as the case may be.

(d) Selection Criteria: The following criteria will be considered by the Sabbatical Leave Selection Advisory Committee when applications for sabbatical leave are considered:

1. The number of teachers on sabbatical leave at one time shall not exceed one for every 50 full-time contract teachers or major fraction thereof.
2. The application for sabbatical leave must clearly describe the benefit to the Moraine Park District. It may also include personal reasons for applying.
3. A replacement teacher must be available.
4. No more than one sabbatical leave may be granted to any one teacher in an eight-year period.
5. The applicant must show proof of acceptance into an employment position or educational institution.

(e) The Sabbatical Leave Selection Advisory Committee will be composed of three persons from the full-time teaching staff selected by the local teacher Federation membership and three persons from the management staff selected by the President. The Committee shall review all applications for sabbatical leave and make recommendations for approval or disapproval in writing to the President for presentation to the Board of Moraine Park Vocational, Technical and Adult Education District.

(f) Length of Sabbatical Leave: Sabbatical leave shall not be granted for more than two semesters or its equivalent in any one school year. It shall not extend into two different school years unless the District Board deems it beneficial to its own best interests to extend the leave.

(g) Compensation

1. An employee on sabbatical leave shall be paid in accordance with established procedures in effect at the time of the leave on the basis of 50% of the amount the person would normally receive for the two semesters had the employee not been granted sabbatical leave. If the sabbatical leave is for less than one school year, the amount of pay will be prorated accordingly.
2. Employees on sabbatical leave will be advanced horizontally on the salary schedule commensurate with the credits or work experience completed and will retain all fringe benefits. There will be no vertical salary increase recognizing an additional year of teaching experience.
3. In no instance shall the salary be supplemented by a fellowship or grant-in-aid so as to make the total remuneration in excess of the academic year's salary. Should this occur, the salary will be reduced accordingly.

(h) Sabbatical Leave Recipient's Obligation

1. The recipient, if enrolled for schooling, shall not earn less than the average number of credits required of an average student and maintain a satisfactory grade point average; if employed for occupational experience, the person shall be employed on a full-time basis with a diversity and level of job responsibility comparable or greater than that of a vocational or technical graduate in the field for which experience is sought.
2. The recipient shall submit to the President a written report within 30 days after the start of the educational or occupational activity, and a final report prior to return to school. Mid-term and final grade reports will be also forwarded to the Director as they are received. The final report should detail specific credits earned or specific job functions and hours of experience gained in each of these functions. The final report should further be documented by either an official transcript of credits earned or a certified statement from the employer testifying to the type and amount of occupational experience.
3. The recipient of a sabbatical leave will obligate himself or herself to return to employment in the Moraine Park District for twice the amount of time of the leave or return the full amount of compensation received. The recipient will sign an interest-free note indicating this and specifying the amount of compensation to be received. The note will be canceled at completion of the end of the period of service required according to this policy or at the death of the maker or upon he or she becoming permanently incapacitated so that he or she is unable to assume the position which was held prior to the sabbatical leave. In the event that the teacher does not fulfill the post-leave obligation, the Board, if it chooses, may prorate or cancel altogether the note outstanding.

4. It shall be the responsibility of the recipient to notify the President by February 1 if return to duties may be expected at the beginning of the first semester in September, or by July 1 if return to duties may be expected at the beginning of the second semester in January, as the case may be.

(i) **Sabbatical Leave Without Pay:** In addition to sabbatical leave granted under this policy, the Board agrees to consider additional sabbatical leaves without pay or compensation on a leave of absence basis for purposes as outlined in paragraph (a).

(j) **Conditions of Employment During Sabbatical Leave:** Except as otherwise stated herein, the conditions of employment for the teacher shall not be changed.

Section 4 - Other Leaves of Absence

(a) Leave of absence without pay may be granted by the Board upon written request of the teacher and the recommendation of the immediate supervisor and the President for the purpose of study or professional improvement or because of physical disability.

(b) Leave may be granted for Jury Duty or when summoned to give testimony, by the District upon application to the Vice President - Administration. Full salary payment by the Board will be continued less any compensation received for such Duty.

(c) Two days per contract year will be granted with pay upon approval of the Vice President - Administration, for attendance at conventions, workshops, seminars and other professional meetings where the agenda is for vocational, technical or adult education improvement. The request shall be submitted at least ten (10) working days prior to the event. A written report of the activities participated in will be sent to the Vice President - Administration within two weeks after the event.

(d) Two (2) days leave with pay will be granted up to ten (10) teachers to attend the Wisconsin Federation of Teachers Convention. Said leave shall not be deducted from any other leave provided in this Agreement. The Federation shall provide a list of these teachers to the Vice President - Administration twenty-one (21) calendar days in advance of the convention dates. This clause shall not limit other teachers from exercising their rights under paragraph (c) of this section.

(e) Military reserve leave shall be scheduled during non-contract periods. If the employee does not have an option to take the leave during non-contract periods, application must be made to the Manager--Personnel 60 calendar days prior to the beginning of the leave. The leave period shall be non-paid. Fringe benefits during the leave period will be maintained by the District for not more than thirty (30) calendar days.

Section 5 - Group Life Insurance

Group life insurance is provided to any teacher who is a member of the Wisconsin Retirement System. The District will pay the premiums on the insurance. This insurance shall be subject to the rules and regulations of the Wisconsin Group Insurance Board.

During the term of this Agreement, the District agrees to maintain its life insurance plan with the benefit levels to which the parties agreed during the negotiations of this Agreement.

Whenever the District intends to change the insurance carrier or change the insurance contract with a present carrier, the District shall send a written notice to notify the Federation President at least ten (10) days prior to carrier notification.

Section 6 - Hospitalization, Surgical, Major Medical, and Dental Benefits

All teachers are eligible to elect to receive single or family coverage under an insured group hospitalization, surgical, or major medical benefit program (hereinafter called "medical benefit program"), the cost of which shall be paid by the District. Coverage for new teachers shall begin on the first day of the month following the first day of employment. For teachers leaving the employment with the District at the end of the normal school year, coverage will stop at the expiration of their contract. Teachers who have left employment of the District will be provided, in accordance with applicable federal and state law, with a continuance/conversion option whereby they may, at their expense, either continue coverage under the medical, dental and vision care benefit programs, or, if available, convert to an individual health insurance policy. For teachers who have been dismissed, coverage will end at the time of dismissal. Upon retirement, teachers who so choose may continue to be members of the medical benefit program upon payment of the appropriate monthly premium (family or single) to the District; provided, however, that any eligible teacher who elects early retirement after attaining:

- (i) age sixty (60) with at least ten (10) continuous years of service with the District, or
- (ii) age fifty-nine (59) with at least fifteen (15) continuous years of service with the District, or
- (iii) age fifty-eight (58) with at least twenty (20) continuous years of service with the District, or

may choose to continue coverage under the medical benefit program, in which event the District will pay the appropriate monthly premium for such coverage until such teacher either attains age sixty-five (65) or becomes covered under a new employer's medical benefit program, whichever occurs first, provided further that if the teacher takes early retirement after attaining age sixty-two (62) with at least ten (10) continuous years of service with the District, the District shall provide dental benefit program coverage on the same basis. Any in-

crease in medical benefit program costs in succeeding years will be considered as part of the total dollar package increase.

A dental benefit program will be provided by the District for eligible active and retired teachers. The dental program will include prosthodontics at fifty percent (50%) coverage. The coverage and benefits of the dental benefit program will be equal to or better than those provided under the insured program in effect prior to July 1, 1987. Any increase in dental benefit program costs in succeeding years will be considered as part of the total dollar package increase.

During the term of this Agreement, the District agrees to maintain its medical and dental benefit programs with the benefit levels to which the parties agreed during the negotiations of this Agreement, with the following exceptions:

- (i) If the District changes medical insurance carrier and the new carrier will not provide one hundred percent (100%) payment of office calls and prescription drugs after the required deductible(s) under major medical, those benefit features may be changed to whatever benefit level is provided by the new carrier; and
- (ii) The cost containment measures agreed to during such negotiations will become operationally effective as of November 1, 1987.

In applying the cost-containment measures, any dispute based upon the provider's expense charges and the measures' level of coverage will be resolved between the provider and the carrier/administrator. The teacher will be held harmless in such disputes and be provided full coverage unless the teacher neglects to comply with the procedural requirements of such measures.

Whenever the District intends to change the dental benefit program administrator or medical benefits program insurance carrier or to change the benefit program contract with a present carrier or administrator, the District shall send a written notice to notify the Federation President at least ten (10) days prior to such change.

Section 7 - Disability Benefits

(a) The District agrees to pay the full premium for an insured long-term disability benefit program coverage on each teacher. Any increase in program costs in succeeding years will be considered as part of the total dollar package increase. For teachers who have been dismissed, coverage will end at the time of dismissal.

(b) The disability benefit program will cover salaries up to four thousand dollars (\$4,000) per employee per month, at eighty percent (80%) up to age sixty-five (65) for covered disabilities due to sickness or accident after one hundred eighty (180) calendar days. If the disability entitles the individual to disability benefits under Worker's Compensation, social security, state or federal disability plans, or any other plan (including retirement and pension plans) toward which an employer contributes, these benefits will reduce a teacher's disability benefits so as not to exceed the income percentage of the plan.

The income protection day benefits will only be paid until the accrued days are used or the effective day of the disability benefits, whichever occurs first.

(c) The social security amount will be frozen after the initial determination.

During the term of this Agreement, the District agrees to maintain its disability program with the benefit level to which the parties agreed during the negotiations of this Agreement.

Whenever the District intends to change the disability benefit program insurance carrier or to change the program contract with a present carrier, the District shall send a written notice to notify the Federation President at least ten (10) days prior to such change.

Section 8 - Vision Care Benefits

A vision care benefit program will be provided by the District. Any increase in program costs in succeeding years will be considered as part of the total dollar package increase.

During the term of this Agreement, the District agrees to maintain its vision care benefit program with the benefit levels to which the parties agreed during the negotiations of this Agreement. The coverage and benefits of the vision care benefit program will be equal to or better than those provided under the insured program in effect prior to July 1, 1987.

Whenever the District intends to change the program administrator or insurance carrier or to change the program contract with a present carrier or administrator or to replace an insurance contract with a self-funding arrangement or vice versa, the District shall send a written notice to notify the Federation President at least ten (10) days prior to such change or replacement.

Section 9 - Teacher Retirement

(a) The District agrees to pay to the Wisconsin Retirement System, in lieu of an equal amount of retirement contribution required to be deducted from each payment of earnings to contract teachers, the amount of 6 percent of the total contract earnings of each teacher.

(b) It is understood and agreed that all such payments of contributions made by the District shall be reported to the Wisconsin Retirement System in the same manner as though deducted from earnings of participating teacher employees, and that all such payments of contributions made by the District shall be made available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating teacher employees, it being understood that such payments made by the District shall not be considered school district employer contributions.

(c) The retirement benefit entitlement and amount of any teacher covered by the Wisconsin Retirement System, shall be determined in accordance with and governed solely by the applicable provisions of the

Wisconsin Statutes and any regulations issued pursuant thereto, as amended and in effect from time to time.

Section 10 - Fair Share Agreement

(a) As the exclusive bargaining representative of all teachers in the collective bargaining unit, the Federation will represent all such teachers, members and nonmembers, fairly and equally, and the teachers in the unit who have not authorized dues checkoff as provided in Section 11 immediately below will be, subject to the terms of this Section 10, required to pay the cost of the collective bargaining process and contract administration with respect to this Agreement, i.e., that amount certified as the proportionate share of the cost of the collective bargaining process and contract administration by the Federation. No teachers shall be required to join the Federation, but membership in the Federation shall be made available to all teachers who apply consistent with the Federation constitution and by-laws. No teacher shall be denied Federation membership because of race, creed, color, sex, age, handicap, national origin, or ancestry.

(b) The District agrees that it will deduct in eighteen (18) semi-monthly installments from the earnings of all teachers in the collective bargaining unit, the amount per month certified by the Federation as the proportionate share of the collective bargaining process and contract administration. This certification shall be sent to the Vice President - Administration. Said semimonthly installments shall begin in September and be deducted in equal semimonthly installments. The District also agrees that with respect to all new teachers included in the collective bargaining unit, it will make such deductions commencing with the month following the teacher's initial date of employment. The District shall pay the amounts deducted under this subsection (b) to the Treasurer of the Federation within fourteen (14) calendar days of the pay date on which such deduction was made.

(c) Changes in the amounts required to be deducted pursuant to subsection (b) above shall be accompanied by a certification from the Federation that the new amount is, in fact, the proportionate share of the cost of the collective bargaining process and contract administration. Such changes will be made effective with the first month following receipt of such revised certification.

(d) The District shall not be required to submit any amounts to the Federation under this Section 10 for teachers otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the District to make such deductions. The District will provide the Federation with a list of teachers for whom such deductions are made with each semimonthly remittance to the Federation.

(e) The District shall not be liable to the Federation, any teacher, or other party, by reason of the requirements of this Section 10, for the remittance or payment of any sum other than that constituting actual deductions made from teacher wages earned. The Federation shall defend, indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken or not taken by the District under this Section 10.

(f) In the event the Federation violates any of the provisions of Article VII of this Agreement, this Section 10 shall be immediately terminated.

(g) The Federation shall, within ninety (90) days after the execution date of this Agreement, provide teachers who are not members of the Federation with an internal mechanism within the Federation which allows those teachers to challenge the fair share amount certified by the Federation as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Federation pursuant to this Section 10. The Federation will furnish a copy of this internal rebate procedure to the District and teacher from whom fair share deductions are being made.

(h) This fair share agreement shall be terminated and deemed null and void at any time a majority of the eligible teachers in the bargaining unit fail to vote in favor of the continuation of the fair share agreement in a referendum election conducted by the Wisconsin Employment Relations Commission for this purpose. In the event a petition signed by at least thirty percent (30%) of the teachers in the bargaining unit is presented to the District requesting that such a referendum election be conducted, the District shall immediately file a petition for such election with the Wisconsin Employment Relations Commission.

Section 11 - Dues Checkoff

(a) The District, upon receipt of a proper authorization, shall deduct Federation dues in eighteen (18) semimonthly installments from the payroll checks of all teachers so authorizing the deduction in an amount certified by the Treasurer of the Federation. The District also agrees that with respect to all new teachers included in the collective bargaining unit, it will make such deductions commencing with the month following the teacher's initial date of employment. Such dues authorization shall be terminable by at least the end of the year of its life or earlier by the teacher giving at least thirty (30) days' written notice of such termination to the District and to the Federation. Checkoff shall become effective two (2) pay periods after filing with the District.

(b) Changes in dues amounts to be deducted shall be certified by the Federation at least thirty (30) days before the start of the pay period the increased deduction is to be effective. This certification shall be sent to the Vice President - Administration.

(c) The Federation shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorizations submitted by the Federation to the District.

(d) Teachers choosing to pay Federation dues in one cash payment directly to the Federation shall not have dues deducted from earnings. The Federation shall furnish the Vice President - Administration with a list of said teachers by September 1.

Article X

Employee Benefits

Section 1 - Paid Holidays

Paid holidays will be determined by the beginning and ending dates of the individual teacher contract. All District-approved holidays falling between these dates will be recognized. The District-approved holidays are:

New Year's Day
 President's Day
 Good Friday P.M. (one-half day)
 Memorial Day
 Fourth of July
 Thanksgiving Day
 Christmas Eve Day
 Christmas Day
 New Year's Eve Day

Section 2 - Income Protection for Absence

(a) Each teacher is credited at the beginning of his or her individual contract period with two (2) income protection days for each month of such period for which he or she may receive full salary when absent for reasons of:

1. Personal illness, personal accident or quarantine, except those illnesses or injuries covered by Worker's Compensation.
2. Death in the teacher's family, not to exceed three (3) income protection days for each such death. (The "family" is limited to father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and any person whether related by blood or not to whom the teacher stood in the mutually acknowledged relation of parent or child.)
3. Attendance at funerals of non-family persons not to exceed one (1) day, with advance approval of the immediate supervisor and only when adequate arrangements can be made to continue the educational program.
4. Temporary medical disability as a result of pregnancy wherein the employee's physician certifies that the employee is medically incapable of performing her normal job function. A written estimate of the period of recovery, if it is expected to require five (5) or more income protected absence days, will be provided by the employee's physician within one week following child delivery and/or other medical complication.
5. Other emergency days, catastrophe days, inclement weather days, not included in other paragraphs in this section, not to exceed four (4) income protection days per year and only with approval of the immediate supervisor.

6. Personal business, not to exceed two (2) income protection day per year, and only if at least three (3) days' advance notice of the scheduled date of absence is given to the teacher's immediate supervisor and if arrangements satisfactory to such supervisor have been made by the teacher to cover the teacher's assigned duties on such date.

7. If it is publicly announced prior to the start of the teacher's workday that inclement weather has caused a closing of facilities, the teacher shall take an income protection day. However, no more than two (2) income protection days will be used under this paragraph per fiscal year.

(b) The unused income protection days may be accumulated to a maximum of 190 days. Teachers shall report to their immediate ~~supervisor~~ any absence from work. Teachers shall be given a report of accumulated income protection days each year. In the event a teacher is disabled and receiving disability benefits, or is out on income protection days, no income protection days will be earned during that period. The individual's remaining days (if any) will remain on the record. When the individual becomes eligible for disability benefits, income protection days may no longer be used.

(c) This benefit is intended to provide income protection only during the period of employment.

(d) A teacher shall notify the immediate supervisor in the school in which the instructor teaches no later than thirty (30) minutes before reporting time if not reporting for duty that day.

(e) Absence under these provisions for reasons of illness or injury for five (5) consecutive days or more shall require a doctor's certificate identifying the illness or injury explaining why a leave is needed, and an estimate of how long the disability will continue.

(f) Chronic absence, which is defined as recurring absences without acceptable supporting documentation, shall be cause of forfeiture of pay.

(g) Absence from work caused by conviction of a felony shall be cause for dismissal.

(h) A teacher whose employment terminates and who may have used more income protection days than that earned on a two (2) income protection days per month or fraction-of-the-month basis during the period of actual employment, will have the salary for those excess days deducted from the teacher's last paycheck.

Section 3 - Child Rearing Leave

(a) A teacher who has completed at least one (1) regular teaching contract with the District shall, upon the teacher's request, be granted an unpaid leave of absence for the purpose of rearing a newly-born or newly-adopted child of such teacher. A teacher may be **granted** such a leave only once with respect to any individual child; and, in

the event that both parents of such child are employed as teachers in the District, only one parent may request such a leave.

(b) A teacher returning from a child rearing leave of absence shall resume teaching duties at the start of a school year, and the period of such leave may not extend beyond the first contract day of the second school year that begins after the commencement date of such leave. In the case of a teacher whose child rearing leave of absence immediately follows a medical leave of absence for pregnancy, the commencement date of such medical leave shall be treated as the commencement date of the child rearing leave for purposes of determining its termination date. In the case of a teacher who is ceasing active employment to commence a child rearing leave of absence, such teacher may not commence such leave until the District employs and has available a qualified replacement teacher for the period of such leave. In either case, the teacher must submit to the Vice President - Administration the request for the Child Rearing Leave of Absence at least sixty (60) days prior to the proposed commencement date of such leave; provided, however, that in the case of an emergency or extraordinary circumstance involving a newly-born child the teacher's request for such leave may be accepted if made at least thirty (30) days prior to such commencement date. A teacher on Child Rearing Leave of Absence must notify the District on or before the March 14 immediately preceding scheduled termination date as to whether or not such teacher intends return to active employment on such date.

(c) A child rearing leave of absence shall be without compensation or other benefits, and the teacher will not accumulate any continuous service credit under Section 13 of Article VIII or other benefits during and with respect to the period of such leave; provided, however, that the teacher may continue coverage under any group insurance program of the District while on such leave by paying the full monthly premium cost for such coverage. Upon returning from such leave, the teacher's placement on the salary schedule will be the same as such teacher's placement thereon at the commencement of such leave.

(d) During the period of a child rearing leave of absence, a teacher may not engage in any substantial employment or occupation for remuneration, profit, or other gain during the normal school year that is different from any outside employment or occupation of the teacher prior to commencing such leave, and in the event such teacher does become so engaged while on such leave, the teacher shall be deemed to have resigned from the District's employ and waived any and all rights to further employment by the District.

Article XI

Layoff During Term of Individual Contracts

Section 1 - Application of Procedure

Whenever a reduction in teachers for the forthcoming school year is deemed necessary by the Board for any reason, the procedures set forth in this Article shall govern and be followed notwithstanding any other provisions of this Agreement to the contrary. Any teacher selected for layoff under this procedure shall be given notice of such selection no later than June 15 of the current school year.

Section 2 - Board Action

The Board will first determine the number of teachers to be laid off and then, in consultation with the President and such other administrators as may be appropriate, will determine the individual teachers to be laid off in accordance with the following steps:

- Step 1. Normal attrition resulting from teachers retiring or resigning will be relied upon to the extent it is administratively feasible.
- Step 2. The remaining teachers certified in the instructional area affected by the layoff shall be laid off by the Board in the order of such teacher's length of continuous service as a teacher in the District, commencing with the teacher with the shortest service provided, however, that where the Board can show cause that the selection of a particular teacher for layoff solely on the length-of-service basis would not be in the best interest of the District, the Board may exempt such teacher from the application of this Step 2 and retain such teacher in the District's employ while proceeding to lay off other teachers with greater length of service.
- Step 3. Teachers subject to layoff shall be given first priority consideration to instruct in any Associate Degree or Vocational Diploma course offered by the District at any two (2) locations. Such teachers must be qualified in said courses. Such courses shall be added to the teacher's workload.

Section 3 - Layoff Commencement

The layoff of each teacher shall commence on the last date covered by the teacher's contract for the current school year and such teacher shall be paid for services performed under that contract to the date of such layoff. The teacher shall not be precluded from securing other employment during such teacher's reemployment rights period.

Section 4 - Reemployment Rights

(a) If, within a teacher's reemployment rights period, the District has a vacant teaching position available for which the teacher is qualified, the teacher shall be notified on such position and offered employment in that position, commencing as of the date specified in such notice. Under this Section, teachers on layoff will be contacted in reverse order of their layoff with respect to a position for which they are so qualified. In the event two (2) or more teachers who are so qualified were laid off on the same date, the Board shall select the instructor with the longest continuous service as a teacher in the District as of that date.

(b) Within ten (10) days after a teacher receives a notice pursuant to subsection (a) above, the teacher must advise the District, in writing, that the teacher accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to said subsection (a) shall be mailed, certified-return-receipt-requested, to the last known address of the teacher in question as shown on the District's records. It shall be the responsibility of each teacher on layoff to keep the District advised of such teacher's current whereabouts.

(c) Any and all reemployment rights granted to a teacher on layoff pursuant to this Article shall terminate upon (i) the expiration of such teacher's reemployment rights period or (ii) such teacher's failure to accept within ten (10) days any position offered to the teacher as provided in subsections (a) and (b) above, whichever occurs the earlier. For purposes of this Article, the term "teacher's reemployment rights period" means the period of time that is equal to the shorter of (i) the three (3) years following the date on which the teacher is laid off pursuant to this Article or (ii) the number of years following such layoff date which is equivalent to the number of full consecutive school years that the teacher taught in the District between the date such teacher was last employed by the District and such layoff date.

Section 5 - Review of Layoff Action

Any layoff pursuant to this Article shall not be subject to the provisions of Section 3 of Article VI of this Agreement. If a teacher who has been laid off wishes to contest such action, such teacher may do so by appealing to the Federation which may, if it so desires, process a grievance beginning at Step 3 of the grievance procedure, i.e., subsection 4(c) of Article IV, by referring the matter, in writing, to the President within ten (10) days after receipt by the teacher of the Board's notification of lay off; provided, however, that in the event such grievance is submitted to arbitration, the Board's determination to lay off such teacher shall stand unless the arbitrator shall find that, in making such determination, the Board violated this Agreement in utilizing and/or applying the procedure provided in this Article.

Article XII

Duration

This Agreement supersedes all previous agreements between the parties and shall be binding upon the District and the Federation and all teachers for whom the Federation is the collective bargaining agent. This Agreement shall be effective as of July 1, 1989, and shall remain in full force and effect without change through June 30, 1991.

Article XIII

Savings Clause

Nothing contained in the Agreement shall be construed in any way to be interfering with the obligation of the parties hereto to comply with any and all state and federal laws, or any rules, regulations, and orders pertaining to matters covered herein, and such compliance shall not constitute a breach of the Agreement. If any provision, or provisions, of the Agreement shall be held invalid by a court of record, the provision or provisions ruled invalid will be automatically reopened for negotiations at once.

The remainder of the Agreement shall not be otherwise affected.

Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the Federation, for the life of the Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement. (All terms and conditions of employment not covered by the Agreement shall continue to be subject to the District's direction and control.) Nothing in the Agreement, however, shall prevent modification of the Agreement at any time by written mutual consent of the parties.

IN WITNESS WHEREOF, the Federation and the District have caused the Agreement to be executed in their name by their duly authorized representatives at Fond du Lac, Wisconsin, on the day and year first written below.

Moraine Park
Vocational, Technical
and Adult Education

Moraine Park
Federation of Teachers,
Local 3338

By: Janice E. Bowie
Janice E. Bowie, Secretary

By: [Signature]

By: Philip J. Baranowski
Philip J. Baranowski, Chairperson

By: Lee H. Sauer

Date Signed: October 19, 1989

MORAINÉ PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

Salary Schedule July 1, 1989 through June 30, 1990

<u>Index</u>	<u>BS or Equiv.</u>	<u>BS+6</u>	<u>BS+12</u>	<u>BS+18</u>	<u>BS+24</u>	<u>BS+30</u>	<u>BS+36</u>	<u>MS</u>	<u>MS+6</u>	<u>MS+12</u>	<u>MS+18</u>	<u>MS+24</u>	<u>Ph.D.</u>
1	21,833	22,348	22,863	23,378	23,893	24,408	24,923	24,923	25,438	25,953	26,468	26,983	27,498
2	22,617	23,132	23,647	24,162	24,677	25,192	25,707	25,707	26,222	26,737	27,252	27,767	28,282
3	23,401	23,916	24,431	24,946	25,461	25,976	26,491	26,491	27,006	27,521	28,036	28,551	29,066
4	24,185	24,700	25,215	25,730	26,245	26,760	27,275	27,275	27,790	28,305	28,820	29,335	29,850
5	24,969	25,484	25,999	26,514	27,029	27,544	28,059	28,059	28,574	29,089	29,604	30,119	30,634
6	25,753	26,268	26,783	27,298	27,813	28,328	28,843	28,843	29,358	29,873	30,388	30,903	31,418
7	26,537	27,052	27,567	28,082	28,597	29,112	29,627	29,627	30,142	30,657	31,172	31,687	32,202
8	27,321	27,836	28,351	28,866	29,381	29,896	30,411	30,411	30,926	31,441	31,956	32,471	32,986
9	28,105	28,620	29,135	29,650	30,165	30,680	31,195	31,195	31,710	32,225	32,740	33,255	33,770
10	28,889	29,404	29,919	30,434	30,949	31,464	31,979	31,979	32,494	33,009	33,524	34,039	34,554
11	29,673	30,188	30,703	31,218	31,733	32,248	32,763	32,763	33,278	33,793	34,308	34,823	35,338
12	30,457	30,972	31,487	32,002	32,517	33,032	33,547	33,547	34,062	34,577	35,092	35,607	36,122
13	31,241	31,756	32,271	32,786	33,301	33,816	34,331	34,331	34,846	35,361	35,876	36,391	36,906
14				33,570	34,085	34,600	35,115	35,115	35,630	36,145	36,660	37,175	37,690
15						35,384	35,899	35,899	36,414	36,929	37,444	37,959	38,474
16						36,168	36,683	36,683	37,198	37,713	38,228	38,743	39,258
17						36,952	37,467	37,467	37,982	38,497	39,012	39,527	40,042

719,873

799,151

MORaine PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

Salary Schedule July 1, 1990 through June 30, 1991

<u>Index</u>	<u>BS or Equiv.</u>	<u>BS+6</u>	<u>BS+12</u>	<u>BS+18</u>	<u>BS+24</u>	<u>BS+30</u>	<u>BS+36</u>	<u>MS</u>	<u>MS+6</u>	<u>MS+12</u>	<u>MS+18</u>	<u>MS+24</u>	<u>Ph.D</u>
1	22,815	23,354	23,893	24,432	24,971	25,510	26,049	26,049	26,588	27,127	27,666	28,205	28,744
2	23,635	24,174	24,713	25,252	25,791	26,330	26,869	26,869	27,408	27,947	28,486	29,025	29,564
3	24,455	24,994	25,533	26,072	26,611	27,150	27,689	27,689	28,228	28,767	29,306	29,845	30,384
4	25,275	25,814	26,353	26,892	27,431	27,970	28,509	28,509	29,048	29,587	30,126	30,665	31,204
5	26,095	26,634	27,173	27,712	28,251	28,790	29,329	29,329	29,868	30,407	30,946	31,485	32,024
6	26,915	27,454	27,993	28,532	29,071	29,610	30,149	30,149	30,688	31,227	31,766	32,305	32,844
7	27,735	28,274	28,813	29,352	29,891	30,430	30,969	30,969	31,508	32,047	32,586	33,125	33,664
8	28,555	29,094	29,633	30,172	30,711	31,250	31,789	31,789	32,328	32,867	33,406	33,945	34,484
9	29,375	29,914	30,453	30,992	31,531	32,070	32,609	32,609	33,148	33,687	34,226	34,765	35,304
10	30,195	30,734	31,273	31,812	32,351	32,890	33,429	33,429	33,968	34,507	35,046	35,585	36,124
11	31,015	31,554	32,093	32,632	33,171	33,710	34,249	34,249	34,788	35,327	35,866	36,405	36,944
12	31,835	32,374	32,913	33,452	33,991	34,530	35,069	35,069	35,608	36,147	36,686	37,225	37,764
13	32,655	33,194	33,733	34,272	34,811	35,350	35,889	35,889	36,428	36,967	37,506	38,045	38,584
14				35,092	35,631	36,170	36,709	36,709	37,248	37,787	38,326	38,865	39,404
15						36,990	37,529	37,529	38,068	38,607	39,146	39,685	40,224
16						37,810	38,349	38,349	38,888	39,427	39,966	40,505	41,044
17						38,630	39,169	39,169	39,708	40,247	40,786	41,325	41,864

752,415
835,365

511

ATTACHMENT C

() Student Contact 175.0
 / / Inservice Days 7.5
 / / Paid Holidays 7.5
 TOTAL CONTRACT 190

1989-90 CALENDAR

	<u>M</u>	<u>T</u>	<u>W</u>	<u>R</u>	<u>F</u>	<u>Student Contact Days</u>	<u>Contract Days</u>
1989							
August			(30)	(31)		0	2
September					(1)	0	3
	/ 4/	5	6	7	8	4	8
	11	12	13	14	15	9	13
	18	19	20	21	22	14	18
	25	26	27	28	29	19	23
October	2	3	4	5	6	24	28
	9	10	11	12	13	29	33
	16	17	18	19	20	34	38
	23	24	25	26	27	39	43
	30	31				41	45
November			1	2	(3)	43	48
	6	7	8	9	10	48	53
	13	14	15	16	17	53	58
	20	21	22	/23/	x	56	62
	27	28	29	30		60	66
December					1	61	67
	4	5	6	7	8	66	72
	11	12	13	14	15	71	77
	18	19	20	21	/22/	75	82
	/25/	sc	sc	sc	/29/	75	84
1990							
January	/ 1/	2	3	4	5	79	89
	8	9	10	11	12	84	94
	15	16	17	18	(19)	88	99
	22	23	24	25	26	93	104
	29	30	31			96	107
February				1	2	98	109
	5	6	7	8	9	103	114
	12	13	14	15	16	108	119
	19	20	21	22	23	113	124
	26	27	28			116	127
March				1	2	118	129
	5	6	7	8	9	123	134
	12	13	14	15	16	128	139
	19	20	21	22	23	133	144
	(26)	27	28	29	30	137	149
April	2	3	4	5	6	142	154
	9	10	11	12	/13/x/	146	158.5
	x	17	18	19	20	150	162.5
	23	24	25	26	27	155	167.5
	30					156	168.5
May		1	2	3	4	160	172.5
	7	8	9	10	11	165	177.5
	14	15	16	17	18	170	182.5
	21	22	23	24	25	175	187.5
	/28/	(29)	(30/x)			175	190

ATTACHMENT D
1990-91 Calendar

49

Student Contact	163
Inservice Days	7½
Paid Holidays	7½
Total Contract	178

	M	T	W	R	F	Student Contact Days	Contract Days
<u>1990</u>							
August	x 27	x 28	x 29	(23) 30	(24) 31	0 5	2 7
September	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	9 14 19 24	12 17 22 27
October	1 8 15 (22) 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	29 34 39 43 46	32 37 42 47 50
November				1 8 15 22 29	2 9 16 x 30	48 53 58 61 66	52 57 62 66 71
December	3 10 17 (24) (31)	4 11 18 (25)	5 12 19 sc	6 13 20 sc	7 14 (21) sc	71 76 80 80 80	76 81 86 88 89
<u>1991</u>							
January	x (14) 22 28	x (15) 23 29	x 16 24 30	x 17 25 31	x 18 26	80 80 83 88 92	90 90 95 100 104
February	4 11 (18) 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22	93 98 103 107 111	105 110 115 120 124
March	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 (15/x) 22 (29/x)	112 117 121 126 130	125 130 134½ 139½ 144
April	x 8 15 22 29	x 9 16 23 30	x 10 17 24	x 11 18 25	x 12 19 26	130 135 140 145 147	144 149 154 159 161
May			1 8 15 20	2 9 16 (23)	3 10 17 x	150 155 160 163	164 169 174 178

ATTACHMENT E

1991-92 Calendar

Student Contact	163
Inservice Days	7
Paid Holidays	7
Total Contract	178

	M	T	W	R	F	Student Contact Days	Contract Days
1991							
August	x 26	x 27	x 28	(22) 29	(23) 30	0 5	2 7
September	(2) 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	9 14 19 24 25	12 17 22 27 28
October	7 14 (21) 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	29 34 39 43 47	32 37 42 47 51
November	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 (28)	1 8 15 22 x	48 53 58 63 66	52 57 62 67 71
December	2 9 16 sc sc	3 10 17 (24) (31)	4 11 18 (25)	5 12 19 sc	6 13 (20) sc	71 76 80 80 80	76 81 86 88 89
1992							
January	x (13) 20 27	x (14) 21 28	(1) x 15 22 29	x 16 23 30	x 17 24 31	80 80 83 88 93	90 90 95 100 105
February	3 10 (17) 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	98 103 107 112	110 115 120 125
March	2 9 x 23 30	3 10 x 24 31	4 11 x 25	5 12 x 26	6 (13/x) x 27	117 121 121 126 128	130 134 134 139 141
April	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 (17/x) 24	131 136 140 145 149	144 149 154 159 163
May	4 11 18	5 12 19	6 13 20	7 14 (21)	1 8 15 x	150 155 160 163	164 169 174 178

FORM FOR ANSWERING ALLEGED GRIEVANCE

Date _____

Name of Person Answering Grievance _____

Name of Grievant _____

Name of Person Filing Grievance, if Other Than
Grievant _____

Copies sent to:

Answer to Grievant:

FORM FOR FILING GRIEVANCE

Date: _____

Alleged Contract Violation:

Article _____ Section _____ Paragraph _____

Date facts became known _____

Aggrieved person _____

Base school _____

Person submitting report, if other than aggrieved person _____

Grievance filed with _____

What previous action has been taken to resolve the problem?

Grievant explanation of alleged violation:

Relief requested:

Copies of this report sent to the following:

File No. _____

Individual Teacher Employment Contract

On the _____ day of _____, 19_____, the MORaine PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT hereinafter designated Board, by resolution, hereby contracts with _____ hereinafter designated Instructor, a professional educator legally certified by The State Board of Vocational, Technical and Adult Education, to perform services as a(an) _____ in the MORaine PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT under direction of the Board and/or its qualified representative.

The terms of said contract will commence on the _____ day of _____, 19_____, which includes _____ working days, including _____ teaching days and _____ paid holidays. The termination date of said contract is _____.

For such services rendered the said Board is to pay to said instructor the sum of \$ _____ in _____ equal installments, less deductions required by state and federal law.

It is Further Agreed, that this contract is subject to all terms and conditions of the Collective Bargaining Agreement entered into by and between the Moraine Park Federation of Teachers, Local 3338 and said Board dated _____. This contract is also subject to all policies, rules, or regulations of said Board not inconsistent or in conflict with said Collective Bargaining Agreement.

The school you report to for primary assignment is _____ base school.

The contract may be terminated before the end of the term by mutual agreement of both parties.

This contract is not valid unless returned on or before _____.

SPECIAL PROVISIONS:

Dated this _____ day of _____, 19_____.

BOARD OF MORaine PARK VOCATIONAL,
TECHNICAL AND ADULT EDUCATION DISTRICT

I hereby accept the provisions as set forth in this contract.

Chairperson

Instructor's Signature

Birth Date of Instructor

Month

Day

Year

Schedule Placement

Rev. 2/85 - a

An Equal Opportunity Employer/Educator Functioning Under An Affirmative Action Plan.

ERIC Clearinghouse for
Junior Colleges

DEC 31 1991